

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
29-21360

PAGE 1 OF 59

2. CONTRACT NO. GS-35F-0306J 3. AWARD/EFFECTIVE DATE AUG 29, 2012 4. ORDER NUMBER FTC-12-G-2125 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Joy Christie
jchristie2@ftc.gov

b. TELEPHONE NUMBER (No collect calls)
202-326-2016

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 0617-04

OFFICE OF ACQUISITION
FEDERAL TRADE COMMISSION
600 PENNSYLVANIA AVE NW ROOM 779
WASHINGTON DC 20580-0002

10. THIS ACQUISITION IS

☐ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 81A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS
(b)(3):6
(f)(b)(4)

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO OFFICE OF THE CIO
FEDERAL TRADE COMMISSION
600 PENNSYLVANIA AVE NW ROOM 685
WASHINGTON DC 20580

CODE 0623

16. ADMINISTERED BY
OFFICE OF ACQUISITION
FEDERAL TRADE COMMISSION
600 PENNSYLVANIA AVE NW ROOM 779
WASHINGTON DC 20580-0002

CODE 0617-04

17a. CONTRACTOR/ OFFEROR. CODE 00000361 FACILITY CODE
BOOZ ALLEN HAMILTON INC.
8283 GREENSBORO DRIVE
MCLEAN VA 221023838

18a. PAYMENT WILL BE MADE BY

CODE

CAGE: 17038

TIN: 362513626

DUNS: 006928857

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

(b)(3):6(f),(b)(4)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

☐ ARE

☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

☒ ARE

☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☒ 29. AWARD OF CONTRACT: REF. OFFER

DATED APR 10, 2012

YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: Revised pricing

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)
Joy Christie 202-326-2016
jchristie2@ftc.gov

31c. DATE SIGNED

AUG 29, 2012

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Accounting and Appropriation Data: 2012. .0100AXXXD. .300032000010. .0623000000. .W110006000. .312300. .WCB00WCB00 Cost Applied: (b)(3):6(f),(b)(4)				
	Primary COR: Edwin Acajabon Alternate COR: Holly Frost Alternate COR: Greg Brown			(b)(3):6(f),(b)(4)	
0001	Installation, Configuration and Testing, Workflow; Period of Performance: 08/30/2012 to 08/29/2013	NTE 1.00	EA		
0002	End User Support and Training; Period of Performance: 08/30/2012 to 08/29/2013	NTE 1.00	EA		
0003	Project Management; Launching New Cases; Administration Support; Period of Performance: 08/30/2012 to 08/29/2013	NTE 1.00	EA		
0004	Zylab eDiscovery and Production System (Perpetual Licenses) and Data conversions Period of Performance: 08/30/2012 to 08/29/2013	NTE 1.00	EA		
0005	Customization and Legacy System Integration; Data Migration; Period of Performance: 08/30/2012 to 08/29/2013	NTE 1.00	EA		
0006	Travel Period of Performance: 08/30/2012 to 08/29/2013 Option Year 1:	1.00	EA		
0101	Installation, Configuration and Testing, Workflow; Period of Performance: 08/30/2013 to 08/29/2014 Option Year 1:	NTE 0.00	EA		
0102	End User Support and Training; Period of Performance: 08/30/2013 to 08/29/2014 Option Year 1:	NTE 0.00	EA		
0103	Project Management; Launching New Cases; Administration Support; Period of Performance: 08/30/2013 to 08/29/2014 Option Year 1:	NTE 0.00	EA		
0104	Zylab Maintenance Period of Performance: 08/30/2013 to 08/29/2014 Option Year 1:	NTE 0.00	EA		

SCHEDULE Continued					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0105	Legacy Migration and Customization	0.00	EA	(b)(3);6(f),(b)(4)	
	Period of Performance: 08/30/2013 to 08/29/2014				
	Option Year 2:				
0201	Installation, Configuration and Testing, Workflow;	NTE 0.00	EA		
	Period of Performance: 08/30/2014 to 08/29/2015				
	Option Year 2:				
0202	End User Support and Training;	NTE 0.00	EA		
	Period of Performance: 08/30/2014 to 08/29/2015				
	Option Year 2:				
0203	Project Management; Launching New Cases; Administration Support;	NTE 0.00	EA		
	Period of Performance: 08/30/2014 to 08/29/2015				
	Option Year 2:				
0204	Zylab Maintenance	NTE 0.00	EA		
	Period of Performance: 08/30/2014 to 08/29/2015				
0205	Option Year 2: Analyst Level 10	0.00	EA		
	Period of Performance: 08/30/2014 to 08/29/2015				
	Option Year 3:				
0301	Installation, Configuration and Testing, Workflow;	NTE 0.00	EA		
	Period of Performance: 08/30/2015 to 08/29/2016				
	Option Year 3:				
0302	End User Support and Training;	NTE 0.00	EA		
	Period of Performance: 08/30/2015 to 08/29/2016				
	Option Year 3:				
0303	Project Management; Launching New Cases; Administration Support;	NTE 0.00	EA		
	Period of Performance: 08/30/2015 to 08/29/2016				
	Option Year 3:				
0304	Zylab Maintenance	NTE 0.00	EA		
	Period of Performance: 08/30/2015 to 08/29/2016				
	Option Year 3:				
0305	Legacy Migration and Customization	0.00	EA		
	Period of Performance: 08/30/2015 to 08/29/2016				
	Option Year 4:				
		NTE			

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0401	Installation, Configuration and Testing, Workflow; Period of Performance: 08/30/2016 to 08/29/2017 Option Year 4:	0.00	EA	(b)(3):6(f),(b)(4)	
0402	End User Support and Training; Period of Performance: 08/30/2016 to 08/29/2017 Option Year 4:	NTE 0.00	EA		
0403	Project Management; Launching New Cases; Administration Support; Period of Performance: 08/30/2016 to 08/29/2017 Option Year 3:	NTE 0.00	EA		
0404	Zylab Maintenance Period of Performance: 08/30/2016 to 08/29/2017 Option Year 4:	NTE 0.00	EA		
0405	Legacy Migration and Customization Period of Performance: 08/30/2016 to 08/29/2017	0.00	EA		

Federal Trade Commission
Statement of Objectives (SOO)
Electronic Discovery Support System

Background

The Federal Trade Commission (FTC) is an independent federal government law enforcement and regulatory agency with the authority to promote and protect consumers' welfare through its jurisdiction over both consumer protection and competition issues. The FTC employs approximately 1,400 staff and contractors, with 200 additional interns during the May through September period. The agency headquarters offices are located at 600 Pennsylvania Avenue, NW, 601 New Jersey Avenue, NW, and 1800 M Street, NW, Washington, DC. There are eight regional offices located in New York, New York; Dallas, Texas; Chicago, Illinois; Seattle, Washington; Los Angeles, California; Cleveland, Ohio; San Francisco, California; and Atlanta, Georgia.

Within the FTC, the goal of the Office of Chief Information Officer (OCIO) is to distribute and support enterprise-wide Information Technology (IT) to increase the effectiveness and efficiency of the FTC's litigation operations and to support the agency's mission.

This Statement of Objectives (SOO) describes the goals and objectives that the FTC expects to achieve and the solutions Contractors should include in their proposals in support of the FTC requirement for an Electronic Discovery Support System.

Scope

The ultimate goal of the FTC is to obtain a fully integrated, end-to-end, Commercial-Off-the-Shelf (COTS) e-Discovery software solution that will help reduce the FTC's response time and increase its overall effectiveness for the ingestion, analysis, review, and subsequent production of relevant portions of the litigation document submissions and will be accessed by up to 150, unnamed, concurrent-license users. Due to the complex nature and scope of this effort, this project will focus on a subset of EDRM-functionality that is referenced as "Minimum Requirements", "Expected Features" and "Desired Features" in **Attachment 1, Task Requirements**.

Contractors are encouraged to provide solutions that meet the full spectrum of the Electronic Discovery Reference Model (EDRM) functionality.

The FTC is looking for a cost effective and efficient solution and encourages Contractors to provide multiple options that range from "traditional" software procurement and hosting by the FTC to "alternative" or "cloud based" services including Software as a Service, Platform as a Service, or Infrastructure as a Service. The definitions for the various models are oftentimes confusing, so the FTC requests the use of the recently published NIST definitions when providing options within the proposals. The definitions from NIST are as follows:

Software as a Service (SaaS). The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client

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devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user specific application configuration settings.

Platform as a Service (PaaS). The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming. Typically this is done on a pay-per-use or charge-per-use basis. A cloud infrastructure is the collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer, languages, libraries, services, and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

Infrastructure as a Service (IaaS). The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

The industry standard reference model for the e-Discovery process, the EDRM, provides a standard approach to electronic discovery projects. FTC, in response to this RFP, expects offerors to propose their solutions in the framework of the phases described in the EDRM. The period of performance will be 1 base year, 4 option years and up to 5 award option years for either solution proposed.

Note on proposed cloud based solutions:

Cloud computing offers a unique opportunity for the Federal government to take advantage of cutting edge information technologies to dramatically reduce its procurement and operating costs and greatly increase the efficiency and effectiveness of services provided its citizens. Consistent with the President's International Strategy for Cyberspace and Cloud First policy, the safe, secure, and reliable adoption and use of information systems operated by cloud service providers (cloud services) by the Federal government depends on security, interoperability, reliability, and resiliency. The proposals should also detail their adherence to, understanding of, and strategy for implementation of the FedRAMP standards, as they exist at the time of the offering.

The Federal CIO Council is working to establish and publish the standardized baseline of security controls, privacy controls, and controls selected for continuous monitoring from NIST Special

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Publication 800-53 (as amended) included within the FedRAMP security authorization requirements. ~~Until such time as the federal policy is finalized the proposed environments must provide security controls confirmed to meet the security standards for Moderate Impact systems as described in~~ National Institute of Standards and Technology Special Publications (NIST SP) 800-53 Rev 3 with an accepted Certification and Accreditation (C&A) for a cloud-based solution.

Goals

The goals of the project are to:

- Increase the efficiency and thoroughness of all phases of the EDRM processes and enable the FTC to meet litigation needs.
- Leverage new technologies that cluster data, apply intelligent, algorithmic analysis and provide improved abilities that will enable FTC to compete with private-practice litigators and their eDiscovery capabilities.
- Provide the ability to quickly ingest, access, review and produce large amounts of content by offices throughout the United States, including the three Washington, DC Headquarters offices and the eight Regional Offices.
- Provide the capability to provide adequate 'surge' capability for large amounts of data in short periods of time, in both Headquarters and Regional Offices.
- Achieve cost savings through the use of innovative technology.

Current Environment

1. **Business Functions:** The FTC is an independent agency of the United States federal government that enforces antitrust laws and protects consumers. Within the FTC, three separate Bureaus, the Office of General Counsel (OGC), and 8 regional offices administer these activities along with the Commissioners and other administrative divisions. Each Bureau has different functions, but the overall solutions for investigation and litigation support and electronic discovery document management are relatively similar in design. Processing time is critical to all FTC matters. For example, certain Bureau of Competition (BC) data submissions are received in rolling productions that require presentation to litigating teams where immediate access to the submission for review is paramount. For the Bureau of Consumer Protection (BCP), data obtained in forensic acquisitions needs to be processed and reviewed within 10 days of acquisition.
2. **Business Volume:** BC generally receives information in forms and formats specified in the instructions in subpoena. A typical investigation can receive from 500K – 1M+ documents, requiring 300GB – 1 TB+ of storage. BCP receives Electronically Stored Information (ESI) through forensic acquisitions as well as via ESI submissions. A typical BCP case involves the forensic collection of between 2 and 4 TB+ of data, after culling and processing this results in 1 to 2 TB of data (250,000 to 2,000,000+ documents) storage. Further, BCP routinely receives data through a Criminal Investigative Demand (CID) process. CID submissions average 250 GB – 500 GB+.

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3. Business Applications: The current Electronic Discovery Support System (EDSS) consists of the following applications:

- Encase
- Forensic Toolkit (FTK)
- Kazeon
- LexisNexis LAW Pre-Discovery
- LexisNexis CaseSoft Suite (CaseMap, TimeMap, TextMap and NoteMap)
- Trident Preview (f/k/a EL Native Review)
- Equivio
- Nexidia
- Trial Director
- LexisNexis Concordance

NOTE: Offerors should note the subset of FTC legacy litigation support applications listed in Section 4.3. The CaseSoft Suite of applications is utilized for collaborative activities and for transcript management. The Nexidia application is currently utilized to index and search audio file acquisitions and submissions. The Trial Director Suite is used for presentation of case materials in trials and hearings as demonstrative exhibits. Offerors must detail how their solution either replaces the functionality of the listed existing FTC legacy applications noted in Section 4.3 or detail how their proposed solution can integrate with these FTC legacy business applications.

4. **Business Users:** The current Electronic Discovery Support System (EDSS) is accessed by approximately 150 concurrent users located at the HQ in Washington, DC, as well as each of the 8 regional offices.
5. **Anticipated Growth:** The FTC anticipates that the annual growth rate for total data volume to grow at approximately 100% per year.

Functional Requirements

Attachment 1 includes the necessary functional requirements for the E-Discovery Support System solution. The FTC has also included the importance of each requirement to the FTC overall business objectives as part of the evaluation criteria in the document "Instructions to Offerors" under 'Factor 1: Technical Capability' and 'Sub-Factor: Technical Approach and Methodology' – points 'c.' and 'd.'.

Contract Requirements

The Contractor shall provide a full spectrum of services to carry the project from conceptualization through to operations. The contractor shall institute appropriate project management and technical support to insure a disciplined and effective deployment of the e-Discovery system. The Contractor shall provide analytical, technical, and management support to the OCIO and designated points of contact.

As various alternative solutions can be provided, the requirements shall be categorized into two different CLIN sets – one for traditional software procurement and one for a cloud-based delivery model. All CLINs, regardless of solution, should be priced on a fixed-price basis unless it is not feasible for the offeror to provide a fixed-price for the specific CLIN. For any CLIN not offered as a

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fixed-price item, the offeror shall provide the basis for an alternative pricing model. Cost Reimbursement-type models ~~will not be considered~~ under this solicitation. Labor-Hour CLINs are acceptable if appropriately justified for some functions.

Traditional Software Licensing Model

6. e-Discovery Software

The contractor shall provide all necessary software licenses, both server and client, and associated supporting documentation that includes but is not limited to configuration, installation, administration, operation and release notes to meet the functional requirements of this SOO. The contractor shall respond to **Attachment 1**, presenting how they will meet each item, describing if and how their proposed solution meets the FTC e-Discovery requirements. The FTC has also included the importance of each requirement to the FTC overall business objectives as indicated in section 5.

7. Implementation Services

1. **Design:** The Contractor shall develop a Design Document based on the requirements described in CLIN 0001 and of their proposed solution. The design document shall include an executive summary. All design elements will be numbered for ease of reference. The Contractor shall develop a traceability matrix to map the requirements from CLIN 0001 to the Design Document.
2. **Develop:** The Contractor shall provide and deliver the necessary components of the Design Document to meet the requirements described in CLIN 0001.
3. **Deployment:** The contractor shall implement or deploy the design as described in the Design Document. The contractor shall provide all deliverables described in *Deliverables* and follow all procedures described in *the OCIO Processes and Procedures*.

8. Project Management Support

1. **Project Management Methodology:** The Contractor shall establish a project management methodology as needed to continuously support this contract including a standardized approach for managing the requirements of this contract. The Contractor shall ensure that FTC has visibility and the necessary exposure and involvement with respect to the project's status, risks, costs (for all time and materials based line items), schedules and resources through accurate and timely reports. Refer to section 9.1 for specific deliverables.
2. **Project Manager:** The Contractor shall designate one employee as the Project Manager (PM) for all work performed under this task order. The PM shall be designated as "key" and shall be responsible for all work performed under this contract. The PM shall be a single point of contact for the Contracting Officer (CO) and the Contracting Officer Representative (COR). **Key personnel** will be committed to the project for its duration and cannot be replaced without prior written approval of the Contracting Officer's Representative (COR).
3. **Functions:** The Project Manager is responsible for the following. Provide programmatic and technical support for managing, planning and coordinating all aspects for the e-Discovery project. Develop and update risk mitigation plans on an ongoing basis addressing unplanned and ad hoc issues that arise during system implementation. Support e-Discovery activities providing action item tracking and completion. Develop and provide metrics for determining return on investments and for measuring progress of

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e-Discovery implementation. Develop monthly status reports including financial status of contract expenditures, keep the Government Program Manager informed of any financial issues, and provide suggested solutions. Prepare briefings and demonstrations in support of program goals and objectives, identifying benefits achieved as well as new capabilities that need to be implemented. Update the overall e-Discovery POA&M as required

9. Training and End-user Support

1. The Contractor shall provide training and end user support with an objective of making the system deployment a success within the FTC. Success is defined as the ability of the system user being able to use the system without the need of additional support. The FTC anticipates approximately 400 end-users and a small number of system administrators and bureau litigation support personnel.
2. The contractor shall identify their proposed availability and ability to provide a helpdesk, end-user support, phone support, and training.
3. The Contractor shall perform the following activities: Develop a training recommendation for the FTC to identify the appropriate mix, type, and level of training for achieving success. The training may include written, classroom, and/or web based training.
4. The contractor shall provide various levels of training to support system administrators, operations personnel, and end users based on the approved training plan.
5. The contractor shall provide end user support by responding to user assistance e-mails and phone calls. The contractor may be required to create new users accounts, groups, and other application configurations required for end users. The contractor may be required to delete, disable, and make adjustments to user information as needed. Coordinate updates concerning user information with FTC support center and Remedy teams. Promote system acceptance and utilization among the business units and their support contractors.
6. The contractor shall gather, compile, and make available Lessons Learned, Best Practices, and Frequently Asked Questions.

10. Data Migration (Optional)

1. The Contractor shall provide support in migrating archived, completed, and ongoing case data from FTC legacy system to the new system. The amount of data will be less than 55TB in total. It is expected that the data transferred will include not only the documents but also the associated metadata that will be mapped to appropriate fields within the new system.

11. Administrator Support

1. The Contractor shall perform system administration to include the daily procedures needed to support the e-Discovery system (Application, Operating System, and Database; Tier II and III Helpdesk Support, etc.) as well as document the system administration procedures for eventual system administration transfer to FTC.

12. Legacy System Integration (Optional)

1. The contractor shall describe how the proposed solution will either replace the functionality or integrate with the FTC legacy business applications noted in section 4.3.

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The contractor shall describe how the proposed solution will integrate with best-in-market document management solutions.

13. **Post Award Contract Meeting:** Within ten (10) business days of contract award from the Contracting Officer, the Contractor and COR shall schedule a Post Award Contract Meeting. The date and time shall also be forwarded to the Contracting Officer for potential attendance. The Contractor shall not commence performance on any tasks in this SOO until the meeting has been conducted or the Contractor has been advised that the Contracting Officer waives a meeting. A project plan and signed non-disclosure agreements are due at the post-award conference.
14. **Meeting Location:** All meetings between the Contractor and the FTC shall take place at FTC's facilities unless otherwise agreed to by the parties.

Cloud-based Service Model

15. e-Discovery Software

1. The contractor shall provide the necessary access to FTC users via a web-based solution; describe how the FTC end users will access data; identify if there is a limit on number of users per database for accessing; and identify any software (e.g. plug-ins, mobile code, executable, etc.) that is required for system end user access and use of the system.
2. The contractor shall submit and present a response to the task requirements in **Attachment 1**, to describe if and how their proposed solution meets the FTC e-Discovery functional requirements. The FTC has also included the importance of each requirement to the FTC overall business objectives as indicated in section 5.

16. Implementation Services

1. **Design:** The Contractor shall develop or provide a traceability matrix to map the requirements from CLIN 0001 to the Design Document.
2. **Development:** The Contractor shall provide the necessary components of the Design Document to meet the requirements described in CLIN 0001.
3. **Deployment:** The contractor shall implement or deploy the design as described in the Design Document.

17. Project Management Support

1. **Project Management Methodology:** The Contractor shall establish a project management methodology as needed to continuously support this contract including a standardized approach for managing the requirements of this contract. The Contractor shall ensure that FTC has visibility and the necessary exposure and involvement with respect to the project's status, risks, costs (for all time and materials based line items), schedules and resources through accurate and timely reports. Refer to section 9.2 for specific deliverables.
2. **Project Manager:** The Contractor shall designate one employee as the Project Manager (PM) for all work performed under this task order. The PM shall be designated as "key" and shall be responsible for all work performed under this contract. The PM shall be a single point of contact for the Contracting Officer and COR. Key personnel will be

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committed to the project for its duration and cannot be replaced without prior written approval of the Contracting Officer's Representative (COR).

3. Functions: The Project Manager is responsible for the following. Provide programmatic and technical support for managing, planning and coordinating all aspects for the e-Discovery project. Develop and update risk mitigation plans on an ongoing basis addressing unplanned and ad hoc issues that arise during system implementation. Support e-Discovery activities providing action item tracking and completion. Develop and provide metrics for determining return on investments and for measuring progress of e-Discovery implementation. Develop monthly status reports including financial status of contract expenditures, keep the Government Program Manager informed of any financial issues, and provide suggested solutions. Prepare briefings and demonstrations in support of program goals and objectives, identifying benefits achieved as well as new capabilities that need to be implemented. Update the overall e-Discovery POA&M as required.

18. Training and End-user Support

1. The Contractor shall provide training and end user support with an objective of making the system deployment a success within the FTC. Success is defined as the ability of the system user being able to use the system without the need of additional support. The FTC anticipates approximately 400 end-users and a small number of system administrators and bureau litigation support personnel.
2. The contractor shall identify their proposed availability and ability to provide a helpdesk, end-user support, phone support, and training.
3. The Contractor shall perform the following activities: Develop a training recommendation for the FTC to identify the appropriate mix, type, and level of training for achieving success. The training may include written, classroom, and/or web based training.
4. The contractor shall provide various levels of training to support system administrators, operations personnel, and end users based on the approved training plan.
5. The contractor shall provide end user support by responding to user assistance e-mails and phone calls. The contractor may be required to create new users accounts, groups, and other application configurations required for end users. The contractor may be required to delete, disable, and make adjustments to user information as needed. Coordinate updates concerning user information with FTC support center and Remedy teams. Promote system acceptance and utilization among the business units and their support contractors.
6. The contractor shall gather, compile, and make available Lessons Learned, Best Practices, and Frequently Asked Questions.

19. Data Migration In (Optional)

1. The Contractor shall provide support in migrating archived, completed, and ongoing case data from FTC legacy system to the new system. The amount of data will be less than 55TB in total. It is expected that the data transferred will include not only the documents but also the associated metadata that will be mapped to appropriate fields within the new system. The contractor should identify their proposed mechanism for importing the FTC data into the contractor solution.

20. Data Migration Out

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1. The Contractor shall provide support in migrating archived, completed, and/or ongoing case data from their system back to the FTC. It is expected that the data transferred will include not only the documents but also the associated metadata that can be mapped to appropriate fields within a new system. The contractor should identify their proposed mechanism for returning the FTC data at the end of the contract.

21. Administrator Support

1. The Contractor shall perform system administration to ensure the successful operation of the e-Discovery solution providing an uptime service level of 99.5%. In addition the contractor shall provide appropriate documentation to reflect how the solution is administered (i.e. conducting of maintenance, updates, and patches).

22. Legacy System Integration (Optional)

1. The contractor shall describe how the proposed solution will either replace the functionality or integrate with the FTC legacy business applications noted in section 4.3. The contractor shall describe how the proposed solution will integrate with best-in-market document management solutions.

23. Security Certification

1. The contractor shall provide appropriate documentation, accreditation letters, etc. that details their adherence to, understanding of, and strategy for implementation of the FedRAMP standards, as they exist at the time of the offering.
2. The contractor shall identify, via appropriate document, accreditation letters, etc. how their proposed environments meet the security standards for Moderate Impact systems as described in National Institute of Standards and Technology Special Publications (NIST SP) 800-53 Rev 3 with an accepted Certification and Accreditation (C&A).

24. Post Award Contract Meeting: Within ten (10) business days of contract award from the Contracting Officer the Contractor and COR shall schedule a Post Award Contract Meeting. The date and time shall also be forwarded to the Contracting Officer for potential attendance. The Contractor shall not commence performance on any tasks in this SOO until the meeting has been conducted or the Contractor has been advised that the Contracting Officer waives a meeting. A project plan and signed non-disclosure agreements are due at the post-award conference.

25. Meeting Location: All meetings between the Contractor and the FTC shall take place at FTC's facilities unless otherwise agreed to by the parties.

Deliverables

The following deliverables are required as part of this SOO. Pricing must include the cost of all of the identified deliverables so that FTC can evaluate the full cost of each CLIN.

☐

26. Traditional Solution

Deliverable Description

☐

2 Copies of e-Discovery Software; associated hard copy and electronic installation instructions or manuals.
• Design Document describing the solution and how it fits the FTC architecture • Working solution in FTC's Development Environment • Task Solution Document • Working solution in FTC's Integration Environment • Package all files, code, documents and instructions into an Acceptance Test (AT) package for installation in our AT environment • Instructions shall be documented on the Production Release Procedures (Form 725) • Test Plan and Scripts (Form 727a&b) • All instructions shall contain specifically which parameters must be changed for each of the following environments: development, integration, test, and production. The specific values for those parameters shall also be provided • Conduct User Acceptance Testing and record the results • Change Management (CM) Approval (Form 720) • Onsite assistance for deployment to FTC's Production environment • Inputs into the system Security Plan and associated documentation
• Project Plan (At Post Award Contract Meeting and at least weekly) • Status Report (weekly) • Monthly project report and metrics; • White papers and briefings as required; • e-Discovery Project Plan and Schedule. • Non-Disclosure Agreements (At Post Award Contract Meeting)
• Training Plan. • Training materials (hardcopy and electronic); trained users; responses to help desk calls and e-mails; onsite/phone support. • Updated postings of FAQs, Lessons Learned, and Best Practices to FTC Intranet.
• Successfully migrated data; migration guides or procedures as required
• System Administration Guides, Procedures, and/or Documentation
• System successfully integrated with legacy system(s); integration technical documentation.

27. Cloud-based Service Model Solution

Deliverable Description
• End user system access

□

• Design Document describing the solution
• Project Plan (At Post Award Contract Meeting and at least weekly) • Status Report (weekly) • Monthly project report and metrics; • White papers and briefings as required; • e-Discovery Project Plan and Schedule. • Non-Disclosure Agreements (At Post Award Contract Meeting)
• Training Plan. • Training materials (hardcopy and electronic); trained users; responses to help desk calls and e-mails; onsite/phone support. • Updated postings of FAQs, Lessons Learned, and Best Practices to FTC Intranet.
• Successfully migrated data; migration guides or procedures as required
• Successfully migrated data and metadata back to the FTC in an agreed upon format; migration guides or procedures as required
• Uptime system metrics (weekly); incident reports for any planned or unplanned downtime
• System successfully integrated with legacy system(s); integration technical documentation.
• Security documentation, certification letters, etc.

FTC OCIO Processes and Procedures

For Traditional Based Solutions: The Contractor shall follow the established OCIO Task Management process when introducing products into the FTC technical environment. The Contractor shall comply with the OCIO Task Management Process for status reporting, TSD approval, test plan approval, and implementation approval during the Configuration Management (CM) process. This includes providing a weekly status report by Thursday 5pm EST using the FTC standard Weekly Status Report template, the TSD Template, Test Plan and Test Script templates, and Production Release and system installation and operation documentation (examples of all forms are available in Attachment 3). The FTC will provide the Contractor with templates for this documentation. The following paragraphs describe the major components of the OCIO task management process.

See Appendix 3 for examples of required documents.

Initial Delivery of FTC Resources

The FTC will provide the necessary components of the system being worked upon for the Contractor's use. The Contractor shall not make use of these application components in any other development project outside of the FTC. The following will be provided as they exist in the FTC environment as applicable:

- FTC technical architecture
- System documentation
- Database exports

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- Database schema(s) diagrams and build scripts
- Database objects (PL/SQL procedures, triggers, etc.) build scripts
- Commercial Off-The-Shelf software used by an application
- Custom application source code
- Custom application executables
- Other files used by an application

Development

Unless otherwise agreed to by the parties, the Contractor shall perform all coding to meet the requirements of this SOW at the Contractor's own facilities. Additionally, the FTC may provide, at the discretion of the COR, access to its development environment, if such access is deemed to be in the best interest of the FTC, as related to the Contractor's performance under this contract. The development environment has no access to the Internet; therefore products that are to be installed in the development environment should not require access to the Internet.

Task Solution Document (TSD) Approval

The Contractor shall present its TSD to the OCIO managers at the OCIO managers' meeting, held each Tuesday at 11am. If a TSD is disapproved, the Contractor shall revise as requested and present the revised TSD at the next OCIO managers' meeting, unless otherwise instructed.

Acceptance Testing (AT)

Upon completion of the final design to fulfill this SOW, the Contractor shall request, through the COR, a date to enter the AT environment. The Contractor shall provide to the FTC a copy of the approved TSD which shows the configuration required within the AT environment. Once a date has been agreed to, the Contractor shall prepare all deliverables to be submitted to the COR on or before that date. The AT environment has no access to the Internet, therefore products that are to be installed in the AT environment should not require access to the Internet.

Entering Acceptance Testing

To enter AT, the Contractor shall submit the following documents to the FTC to obtain AT approval:

- Form FTC720: Change Management Process Submission
- Form FTC725: Production Release Procedure
- Form FTC727A: OCIO Test Plan Template

Examples of these forms are available in **Attachment 3**. Please note there may be up to a three week interval between a request to enter AT and the actual installation of a system or change to a system in the AT environment.

Conducting AT

The Contractor shall deliver its end-product to the AT personnel via the COR, along with the appropriate documentation as referenced above. The Contractor shall assist the AT staff in

□

installing and configuring the application in the AT environment. If the COR disapproves the system at any time for deployment, the Contractor shall resolve the issues brought up by the AT staff and start the AT process again. If the Contractor receives approval for deployment by the COR, then the Contractor shall submit the necessary forms by close-of-business on Monday attend the next scheduled CM meeting, held each Tuesday at 10am. The Contractor shall answer all questions raised at this meeting and shall act as advocate for the system.

Production Release

The Contractor shall assist personnel on the IOB staff to deploy the application. Depending on the complexity of the release, IOB may either classify the deployment as a minor or major deployment. If classified as a minor deployment, the Contractor shall then assist IOB staff to deploy the application during Thursday deployment windows, held each Thursday from 6:30pm until 9:30pm. If the deployment is classified as a major deployment, the Contractor shall assist IOB staff with its deployment during the major deployment windows, held every other Saturday. Please note there may be up to a three-week interval between a request to deploy to the Production environment and the actual installation of a system or change to a system in the Production environment.

ATTACHMENT 1

Task Requirements

MINIMUM REQUIREMENTS

- The solutions shall have the capability to use the FTC's Public Key Infrastructure (PKI).
- All system end users will authenticate using the FTC-issued and managed Personal Identity Verification (PIV) card. The agency anticipates deployment of the PIV card during spring/summer 2012.
- Support Unicode
- Process a minimum of 4 TB/day (across the FTC enterprise). The vendors are requested to describe the optimum architecture for supporting this volume of data.
- Ingest, process and export wide assortment of data types and sources.
 - Traditional native (MS Office, WP, LN, etc.)
 - Forensic image
 - Load file
 - Image/extracted text/OCR
 - Open office and other cloud computing files, including Gmail, Yahoo mail, etc.
 - Web 2.0/social media data
 - Non-standard OS (IOS, Android, Mac, RIM, etc.)
- Distributed processing.
- Flexible application security (blocking fields, managing access, edit tracking).
- Remote accessibility and portability options.
- Architected to be used over Wide Area Networks.
- The proposed solutions must meet all requirements for accessibility under Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and implementing regulations and policies. Information about the Section 508 Electronic and Information Technology (EIT) Accessibility Standards may be obtained via the Web at the following URL: <http://www.Section508.gov>.

1.1.EXPECTED FEATURES

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1.1.1. Processing

- **Deduplication**
- **DeNIST capabilities**
- **Password protected file detection**
- **Decryption**
- **Filter/restrict (domain, file type, etc.)**
- **Exception/gap reporting**

1.1.2. Review and Analysis

- A. Email/Electronic Documents**
 - **Discussion threading**
 - **Domain filters**
 - **People analytics**
 - **Near duplicate detection/comparison**
 - **Find similar**
- B. Data Analytics**
 - **Content clustering, categorization or classification**
 - **Visualization/graphics**
 - **Predictive analytics/coding**
- C. Searching**
 - **Boolean**
 - **Concept**
 - **Subset search**
 - **Hit highlighting**
 - **Metadata/field filtering**
- D. Document Review**
 - **Batch assignment/review management**
 - **Family propagation rules**
 - **TIFF/PDF on demand**
 - **Native file viewer**
 - **Concurrent processing capabilities (print while search/review)**
 - **Redaction/annotations**
- E. Production**
 - **Export files in native or image format**
 - **Create major load files (XML, DAT, CSV, TXR, ASCII, etc.)**
 - **Ability to produce in stages (rolling productions)**
 - **OCR/extracted text**
 - **File naming options such as rename for DocID or bates number**
 - **Endorsing image or PDF files**
 - **Multiple production set/image handling**

1.2. DESIRED FEATURES

1.2.1. Preservation and Collection

- **Litigation hold notification, reminders, tracking**
- **Custodial survey and auditing**
- **Index/import from network file locations/Exmerge**
- **Electronic mail collection**
 - **Microsoft Exchange (2000, '03, '07, later)**

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- Lotus Notes (5-8 and later)
- Novell GroupWise (6.5, 7, 8, and later)
- Outlook Express / Bloomberg Mail
- **Collection/media history**
- **Scheduling of periodic collections**
- **Systematic sampling/reporting**
- **Enterprise search and collection**
 - On line
 - Off line
 - Portable media
 - Backup, peripheral storage, optical media
- **File Systems Support**
 - EXT2, 3,
 - HFS, HSF+File systems/ FAT 12,16,32
 - NFTS File Systems / Virtual PC. Ghost, VMware File Formats
 - Palm OS, Reiser, UDF, FFS, JFS File Systems
 - Novell NWFS and NNS File Systems
 - Legacy File Systems Supported

1.2.2. Integration Capabilities

- **Transcript management/search**
- **Audio/video support – review, index, search**
- **Export for trial presentation**
- **Tape and Archival Service**

1.2.3. Additional Features

- **Password cracking**
- **Reconstitution of PSTs**
- **Automated redactions (PII/SHI)**
- **Tiered sorting for production**

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ATTACHMENT 2

PRS Language	Scenario 1	Scenario 2	Scenario 3			
Offerors will detail their system solution configuration for the application platform, database and client for which benchmark reports are contained in table Xn (PRS spreadsheet). Real-world scenarios are identified below to describe common operational samples as guidelines for solution responses. Offerors will document and provide their own common operational scenarios if the identified scenarios are not applicable to their specific system solution.	250 GB of Email with near duplicates and email threads	1 TB of Native electronic files (combination of word processing, spreadsheet and presentation files)	60,000 pages comprised of 7,000 documents with OCR text and load files (metadata & images)			

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PRS #		Required Task EDRM Phase	Performance Standard	Performance Requirements	Surveillance Method	Notes
1	Application System	Review and Analysis	Seconds	Total time for a search to return results with 1M documents in system		Search Cycle Time
2	Application System	Processing	Percentage	Percent of words in an OCR page that have been properly converted		OCR Accuracy
3	Application System	Processing	Seconds/page	Time to convert one page to readable PDF		OCR Conversion
4	Application System	Review and Analysis	Seconds	Difference in application download times between HQ and Regional client performance		Wide Area Network Performance
5	Application System	Processing	GB/hr	Time to process submitted data		Reference "common operational scenario"
6	Application System	Review and Analysis	Seconds/page	Time to render pages once document has been retrieved		Rendering
7	Application System	Processing	GB/hr	GB of data per hour that can be processed and reviewed		Is there a difference in what can be processed vs. what can be reviewed?
8	Application System	Processing	Seconds/100 results	Display of 1st 100 search results (while app continues to generate query results)		
9	Application System	Processing	GB/hr	Deduplication capabilities		Deduplication of a specific "common operational scenario"

□

10	Applicati on System	Review and Analysis	Percentage	Review and Analysis Tool shall be available at all times.		What is the promise-of- application uptime? Redundancy?
11	Applicati on System	Processing	Minutes/GB	Amount of time required to communicate problems with a production - Missing data, corrupt data, etc.,		What are the speeds/availability of the application processing reports?
12	Applicati on System	Production	Minutes/GB	Time per GB to export for Trial Director		
	Applicati on System					
14	Applicati on System	Processing	Hr/GB (for each media type)	Conversion and load times for various types of media formats (e.g., hard drives, CDs, DVDs, tapes, etc.)?		How would the data be transferred?
15	Applicati on System	Processing	Hr/GB	Time required to filter native documents by date, file type, key word (including in boolean combinations), and other parameters		
16	Applicati on System	Processing	Hr/GB	Time required to globally modify documents across more than one database		
17	Applicati on System	Processing	Hr/page	Maximum daily throughput per page for scanning, coding and OCR		
18	Applicati on System	Processing	Pages/Hr.	Maximum number of pages that could be converted from paper to application- specific format		

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19	Support Center		Minutes/Request	Time to inform ETC of an application outage		Outage Response
20	Support Center		Minutes/Request	Time to resolve application outage		Outage Resolution
21	Support Center		Minutes/Request	Time to first call resolution of a helpdesk ticket		First Call Resolution
22	Support Center		Minutes/Request	Time required to Create, Modify, Remove Accounts/documents		Account/ Database Management and Administration
23	Support Center		Percentage	Percentage of calls abandoned due to hold time or helpdesk being unavailable		Abandoned Call Rate

ATTACHMENT 3

OCIO Change Management Process Submission

[Click here to View Existing 720 Forms](#)

*(1) CM Track:	*(2) Remedy Ticket(s)	(3) QA Tracking Number
*(4) Matter Number List Select Matter Number		
*(5) Proposed Change (This is a concise "title" which will be added verbatim to the CM Meeting Agenda)		
*(6) Synopsis (What change(s) are you proposing?)		
*(7) System Name GSS		(8) Server/Device Name
*(9) Start Date (First day of Implementation) 01/12/2012	*(10) Projected End Date (Last day of Implementation) 01/12/2012	*(11) Privacy Impact Assessment (PIA)
(12) Optional: Timeframe (Special information regarding the timeframe you wish to share with OCIO staff)		
*(13) Requesting Work (Not the Customer)	*(14) OCIO FTE or PM's Branch (See Number 13)	
*(15) Production Release Coordinator (PRC) or Implementer	*(16) PRC or Implementer's Branch (See Number 15)	
*(17) Projected Impact of the Change: (Assess overall impact on OCIO customers, FTC systems, and OCIO Branches)		
*(18) Reason for the Change (What problem(s) are you trying to solve? What will or could happen if this is not implemented now?)		
*(19) Type of Quality Assurance Testing		

FTC-720 (Rev. 1/12/06)

ITM Production Release Form

FTC Form 725 (01-22-2008)

Adjust Expandable form fields as needed to accommodate procedure contents.

Note: Upload all your scripts and executables to AT workflow. If the scripts or executables are bigger than 10MB, it may be delivered to test lab by CD, DVD or shared folder link K:\OED\0623\ITM\Operations_Assurance\Acceptance_Test\AT_Deliverables

Section 1. Production Release Information

A. Production Release Type (Check all that apply)

- ☐ Desktop Changes (Complete **Section 2**)
- ☐ Windows Server Changes (Complete **Section 3**)
- ☐ UNIX Server Changes (Complete **Section 4**)
- ☐ Database Changes (Complete **Section 5**)
- ☐ Network/Telecommunication Changes (Complete **Section 6**)
- ☐ Other Changes (Complete **Section 7**)

B. Contact Information

Submitter Name	
Submitter Email	
Submitter Phone Number	
Project Manager Name	
Project Manager Email	
Project Manager Phone Number	
Customer Advocate Name	

C. Other Information

Estimated Installation Time	
Target CM Date	
List of installation participants (AT staff will contact them prior to perform the installation)	
Matter Number	
Matter Name	

Section 2. Desktop Changes

- A. Installation Procedure (Specify in detail the step-by-step procedure to install and/or configure the proposed changes. The procedure must be customized for FTC's ITM environment) *

If the changes will be implemented using SMS, please complete 1, 2, and 3. Otherwise, complete 4 and 5.

1. SMS Command Line(s)

2. Location of SMS package(s) (Check **ONLY** One)

___ Media (CDs, Disks, etc.)

___ ITM's Network Location (Provide the specific network location path)

3. If more than one SMS program, provide the execution sequence of the programs

4. Installation software and guide Location (Check **ONLY** One)

___ Media (CDs, Disks, etc.)

___ ITM's Network Location (Provide the specific network location path)

* Mandatory Requirement

5. Licensing and Support Information (i.g. support ID, phone number, etc.)

B. Rollback Procedure *

C. Description of skills needed to deploy the release *

D. Additional Information (Provide any additional information you think is required. List any pre execution or post execution steps. Any backups or considerations should be listed here)

Section 3. Windows Server Related Changes

A. Installation Procedure *

1. Installation software location (Check **ALL** that apply)

___ Media (CDs, Disks, etc.)

___ ITM's Network Location (Provide the specific network location path)

2. Licensing and Support Information (e.g. support ID, phone number, etc.)

3. Customized FTC Installation Guide or location of the document (Specify in detail the step-by-step procedure to install and/or configure the proposed changes. The procedure must be customized for FTC's ITM environment.)

B. Rollback Procedure *

C. Description of skills needed to deploy the release *

* Mandatory Requirement

D. Additional Information (Provide any additional information you think is required. List any pre execution or post execution steps. Any backups or considerations should be listed here)

--

Section 4. UNIX Server Related Changes

A. Installation Procedure *

1. Installation software location (Check **ONLY** One)

___ Media (CDs, Disks, etc.)

___ ITM's Network Location (Provide the specific network location path)

2. Licensing and Support Information (i.g. support ID, phone number, etc.)

3. Customized FTC Installation Guide or location of the document (Specify in detail the step-by-step procedure to install and/or configure the proposed changes. The procedure must be customized for FTC's ITM environment.)

B. Rollback Procedure *

C. Description of skills needed to deploy the release *

* Mandatory Requirement

D. Additional Information (Provide any additional information you think is required. List any pre execution or post execution steps. Any backups or considerations should be listed here)

--

Section 5. Database Related Changes

A. Installation Procedure *

1. Installation software location (Check **ONLY** One)

___ Media (CDs, Disks, etc.)

___ ITM's Network Location (Provide the specific network location path)

2. Licensing and Support Information (l.g. support ID, phone number, etc.)

3. Customized FTC Installation Guide or location of the document (Specify in detail the step-by-step procedure to install and/or configure the proposed changes. The procedure must be customized for FTC's ITM environment.)

B. Rollback Procedure *

C. Description of skills needed to deploy the release *

* Mandatory Requirement

D. Additional Information (Provide any additional information you think is required. List any pre execution or post execution steps. Any backups or considerations should be listed here)

--

Section 6. Network/Telecommunication Changes

A. Installation Procedure *

1. Installation software location (Check **ONLY** One)

___ Media (CDs, Disks, etc.)

___ ITM's Network Location (Provide the specific network location path)

2. Licensing and Support Information (i.g. support ID, phone number, etc.)

3. Customized FTC Installation Guide or location of the document (Specify in detail the step-by-step procedure to install and/or configure the proposed changes. The procedure must be customized for FTC's ITM environment.)

B. Rollback Procedure *

C. Description of skills needed to deploy the release *

* Mandatory Requirement

D. Additional Information (Provide any additional information you think is required. List any pre execution or post execution steps. Any backups or considerations should be listed here)

--

Section 7. Other Changes

A. Installation Procedure *

1. Installation software location (Check **ONLY** One)

☐ Media (CDs, Disks, etc.)

☐ ITM's Network Location (Provide the specific network location path)

2. Licensing and Support Information (i.g. support ID, phone number, etc.)

3. Customized FTC Installation Guide or location of the document (Specify in detail the step-by-step procedure to install and/or configure the proposed changes. The procedure must be customized for FTC's ITM environment.)

B. Rollback Procedure *

C. Description of skills needed to deploy the release *

* Mandatory Requirement

D. Additional Information (Provide any additional information you think is required. List any pre execution or post execution steps. Any backups or considerations should be listed here)

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ITM Test Plan

FTC Form 727a (9-2-2005)

Adjust expandable form fields as needed to accommodate test plan content or you may attach separate document to address all required fields.

* - Required Field

(1) **Test Plan Title** (One-sentence description of the item to be tested) *

(2) **Matter Number** (Identify the matter number that Operations Assurance testing will be charged against) *

(3) **Vantive/Remedy Ticket** (Vantive/Remedy ticket(s) covering the item to be tested)

(4) **Test Plan Synopsis** (A short description of what is being tested and testing Methodology.) *

(5) **User Acceptance Testing** (Who will perform the user acceptance tests e.g., customers, etc.) *

(6) **Test Environment. Check Only One.** (Identify the test environment where testing will occur) *

☐ ITM Acceptance Test Lab.

☐ Other Test Environment (Please Identify test environment and reason)

☐ Post-Production Implementation Testing (Please explain reason).

(7) **Test Resource Requirements** (Specify in detail the hardware and software that will be required for this test. Desktop, Laptop, Windows/UNIX servers, databases, etc.) *

(8) **Features to be Tested** (Identify the features to be tested and characterize their importance) *

(9) Assumptions, Constraints, and Exclusions (Explain why you have selected the features to be tested. Why are they an adequate test of the change? What have you purposefully excluded?) *

--

(10) Test Cases (Detail your planned tests and requirements. Insert Rows as Needed)*

Test #	Requirements (provide all requirements that the test cases address)	Description of Test Steps	Expected Results	Pass/Fail	Comment

(11) Customer Impact (For upgrades only, identify where changes will occur to customer system interfaces regarding default settings and customer-selected settings. The idea is to understand when and to what extent a change will alter the customer experience or modify their customization.

Customer Interface Component (Use a new line for each different system interface. In most cases, there is only one)	Are existing customer (a) default settings or (b) customized settings impacted by upgrade? (Yes/No)	If "Yes" specify scope of impact on customer experience.

(12) Schedule Requests (When do you want these testings to take place)

--

(13) Test Deliverables (Sample inputs, resulting outputs, error logs and execution logs, problem reports and execution logs. This field will expand as needed--there is no space limitation)

--

(14) Section 508 Compliance Results (Agency Compliance with §36 CFR Part 1194)

DO I HAVE TO FILL OUT THE TEST PLAN SECTION 508 FORM? (Answer only "Yes" or "No")

- (A) Does this submission involve an implementation that exists solely in the back office¹ with no impact on end-user technology interfaces²?

If "Yes" then you do not need to complete the Test Plan Section 508 Form.
If "No" then continue to Question B.

- (B) Does this submission involve only minor upgrades³ to existing products or services which may involve end-user technology interfaces?

If "Yes" then you do not need to complete the Test Plan Section 508 Form.
If "No" then continue to Question C.

- (C) Does this submission modify end-user technology interfaces?

If "Yes" then you must complete and attach the Test Plan Section 508 Form.
If "No" then continue to the next question.

- (D) Does this submission involve new or upgraded products or services relating to the accessibility requirements outlined in the following areas? You must review these sections on the Test Plan Section 508 Form before answering.

Software Applications and PC Operating Systems
Web-based Internet information & applications
Telecommunications Products
Video and Multi-media Products

Self-Contained Closed Products
Desktop and Portable Computers
Functional Performance Criteria
Information, Documentation and Support

If "Yes" then you must complete and attach the Test Plan Section 508 Form.
If "No" then you are done with this section.

¹Back office: Systems (including but not limited to server hardware server operating systems, databases, telecommunications infrastructure, file storage systems, etc.)

²End-user technology interfaces: The means through which end-users (e.g., FTC staff, FTC partner agencies, the public, etc.) use technology. This may be a software client, a web-based client, a hardware console, or voice activated system, among many other things. Effectively, where technology touches the end-user.

³Minor upgrades: Upgrades that minimally change a system and are typically designed to provide bug fixes, minor feature enhancements, or security improvements.

Project Work Statement (PWS)

SUMMARY GOAL STATEMENT

Our goal is to provide the FTC EDSS project with a superior level of oversight, ensure projects are delivered on time, with the right resources and within the available budget, in an effort to increase the effectiveness and efficiency of the FTC's litigation operations and to support the agency's mission. We provide the performance requirements to meet this overarching goal in the section below, followed by relevant performance standards and metrics.

WORK TO BE PERFORMED

To successfully meet the challenges of implementing the EDSS system and ensuring eDiscovery processing within the FTC has been fully optimized, implementation of proficient eDiscovery functional best practices, project management processes, and quality assurance processes is imperative.

Our team has the required expertise to support the EDSS project. Individuals on our team have an average of more than 12 years of experience in eDiscovery, system implementation, and project management; including supporting government projects have the required expertise to support the EDSS project. (b)(3):6(f),(b)(4)

(b)(4),(b)(3):6(f)

Kickoff/Requirement Review:

(b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

During this phase, the Project Manager (PM) will work with the FTC (b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

(b)(4),(b) The Quality Assurance Surveillance Plan (QASP) will be finalized at this time. (b)(4),(b)

(b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

□

(b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

Given the evolving nature of technology, our team

(b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

takes these factors into account and (b)(4),(b)(3):6(f)
Our proposal
Our proposed
timeline for executing these tasks is shown in Figure 3.

Our proposal

Our proposed

PROJECT MANAGEMENT

A. The FTC's focus on quality project management drives quality deliverables and keeps down overall costs. Our project management approach (b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

Booz Allen has experience using best

practices (b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

C. The project schedule will be carefully evaluated to (b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

QUALITY MANAGEMENT ACTIVITIES

D. The delivery of high-quality products and services on time and within budget is essential to maintaining Booz Allen's high level of client service. Booz Allen has made a corporate commitment through our Corporate Quality Management (QM) Program to providing exceptional client service by following a stringent quality control program. The firm's Corporate QM Program relies on effective communication and feedback with clients to continually improve this program. Our approach is embedded in the way we work. We define clients' needs and use a set of firm quality processes for delivery and product realization, with a resulting output of products and services that consistently meet clients' needs. Quality delivery to our clients is the responsibility of every employee. From senior management to project staff, every Booz Allen employee has a role related to quality. Our approach to quality control involves a program focused on following areas:

(b)(4),(b)(3):6(f)

E. Our QM activities also include a (b)(4),(b)(3):6(f)

PROACTIVE RISK MANAGEMENT

F. Booz Allen has deep experience in helping the Government manage risk. Booz Allen's approach to project risk management ensures (b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

D

STAKEHOLDER SUPPORT AND TEAM COMMUNICATION

G. Booz Allen approaches stakeholder communication from a personal perspective. We view it as another channel to communicate with the FTC and recognize that stakeholder communication is vital to the success of any project. We can establish and consistently maintain open lines of communication through the practice and implementation of processes, such as (b)(3):6(f),(b)(4)

(b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

QUALITY ASSURANCE SURVEILLANCE PLAN

H. Booz Allen strongly emphasizes quality control and validations, ensuring the requirements for all work performed are met and the product is of the highest quality. To achieve these goals, the team will (b)(3):6(f),(b)(4) (b)(3):6(f),(b)(4)

(b)(4),(b)(3):6(f)

The government representative(s) will monitor performance and review performance reports to determine performance against communicated performance objectives.. Table 1 is an example summary table, which will be expanded upon award of contract

QASP Performance Standards/Quality Levels

(b)(4),(b)(3):6(f)

Standard Monitoring Methodologies

(b)(4),(b)(3):6(f)

Project Reporting

(b)(4),(b)(3):6(f)

(b)(4),(b)(3):6(f)

Reporting Reviews

L. The OCIO may require the team's PM to meet with the FTC and other government personnel, as deemed necessary, to discuss EDSS project evaluations. The FTC will define the frequency and depth of reviews with the contractor, including appropriate self-assessments by the contractor. If the need arises, the contractor will meet with the FTC as required or per the contractor's request. The agenda of the reviews may include—

(b)(4),(b)(3):6(f)

"FTC Clauses and Special Provisions Applicable to this Order"

ORDER OF PRECEDENCE: The following clauses and provisions shall take precedence over any conflicting terms and conditions included within the Contractor's GSA contract, its quotation, or elsewhere.

1. ☐ **Release of Information:** No FTC data shall be divulged to any unauthorized person for any purpose. The contractor shall clear with the Contracting Officer any public release of information on this contract/order, to include news stories, articles, sales literature, advertisements, radio-tv spots, etc. Any request for public release of information should be addressed to:

Federal Trade Commission
Office of Public Affairs
News Director
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580

2. ☐ **F.T.C. Non-Disclosure:** The unauthorized use of Federal Trade Commission files or information contained therein is a violation of the Federal Criminal Code and is punishable by a fine of up to \$10,000 imprisonment of up to ten years, or both. The Contractor agrees to have each person who uses the materials relating to this contract/order execute the "NONDISCLOSURE AGREEMENT FOR CONTRACTORS" attached hereto and return these documents to the Contracting Officer.

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3. ☐ **COTR.** The contractor may accept technical direction, during the period of performance from the Contracting Officer's Technical Representative (COTR), providing such direction is within the scope of the contract/order.

A. ☐ The COTR is not authorized to change the scope of work as stated in the contract/order or obligate the Government (FTC) in any way. The Contracting Officer is the only agent for the FTC who has the authority to obligate the FTC or change the contract/order terms and conditions. Any such revision or obligation shall be authorized in writing only by the Contracting Officers. Any monies incurred beyond the dollar amount specified in this contract/order or its modifications may not be paid and does not warrant interest payments as offered under the Prompt Payment Act.

B. ☐ **COTR Responsibilities:** A Contracting Officer's Technical Representative, (COTR) has been named herein. The COTR is responsible for:

- (1) ☐ Monitoring the contractor's technical progress, including the assessment of performance and recommending to the Contracting Officer changes in scope of work, contract/order schedules and/or specifications to meet changes in requirement;
- (2) ☐ Advising on technical matters within the scope of work ;
- (3) ☐ Performing technical evaluation as required;
- (4) ☐ Performing technical inspections and acceptances required by this contract/order; and
- (5) ☐ Assisting the contractor in the resolution of technical problems encountered during performance.

4. ☐ **Payment:** Original invoices are to be submitted to the billing office identified below. For purposes of this contract/order the designated payment office is:

☐ **Regular Mail:** ☐ **Express Mail:**

FTC Payment Unit ☐ DOI - National Business Center - FTC
c/o National Business Center ☐ 7301 W. Mansfield Ave.
PO Box 272040 ☐ Accounting Operations Branch, D-2730
Denver, CO 80227-2040 ☐ Denver, CO 80235-2230

E-mail:

FTCPayment_NBCDENVER@NBC.GOV (do not include banking information as the e-mail address is not a secure site).

NOTE: A duplicate invoice shall be provided to the COTR and the Contracting Officer as listed on the award documents. Mail to Washington D.C. is still being processed through special irradiation processes thereby delaying delivery times. It is advised that documents sent to FTC personnel in Washington D.C. be submitted either electronically via email or by use of a delivery service (ex: FedEx, UPS, DHL, Courier, etc.).

5. ☐ **Invoice Requirements:** All Invoices must include the following information:

- A. Name and address of contractor.
- B. Invoice Date.
- C. FTC Contract/Order Number
- D. Line Item(s) being invoiced. [When applicable, Name, title, hourly rate and hours charged to each labor category for each contractor staff for the current month for the applicable sub-part.]
- E. Any corrections to previous month's charges for an applicable sub-part will be reported separately and clearly with a narrative.
- F. Any information or documentation required by provision of the contract/order.

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NOTE: Contractor payment/financial information is obtained through the Central Contractor Registration (CCR) Database. It is the contractor's responsibility to ensure that the CCR contains accurate payment information. Invoices paid late because of inaccurate CCR information are not subject to interest payments under the Prompt Payment Act.

6. ☐ Packaging and Marking

- A. Packing for all deliverable items shall be in accordance with the best commercial practices to insure safe delivery at destination.
- B. Distribution and Marking shall be as follows:

Federal Trade Commission
Attention: Edwin Acajabon, Holly Frost and Greg Brown
600 Pennsylvania Avenue, N.W.
Washington, DC 20580

C. ☐ Deliveries to the FTC Warehouse:

Address: 8405-8407 Ardmore Ardwick Road, Landover, Maryland 20785
Delivery Days/Hours are Monday - Friday from 7:00am - 4:00pm (Eastern Standard Time)
Phone (301) 583-7820, or 301- 583-7822. The number for the loading dock is (301) 583-7823. The
FAX number is (301) 583-7821
NOTE: All deliveries must be palletized.

7. ☐ Inspection and Acceptance: Inspection and Acceptance will be accomplished by the COTR for services performed and/or products delivered.

8. FTC Observance of Legal Holidays - Facility Closures:

- A. The Federal Trade Commission observes the following days as holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal law, Executive Order, or Presidential Proclamation.
- B. When any such day falls on a Saturday or Sunday, the preceding Friday or following Monday is observed, respectively.

9. ☐ Contractor Personnel Security Requirements

****SPECIAL NOTICE**** Contractor Orientation takes place on Wednesdays only. It is the COTR's responsibility to coordinate with the FTC Administrative & Security staff and work with the Contractor to ensure that all contractor personnel are sent through orientation.

A. Clearance Requirements for Contractor Personnel:

1) Authority: Because Contractor personnel may have access under this contract to sensitive agency data and computer equipment subject to strict security controls, and/or may have access to a Federal facility/building, the clearance procedures set forth in this section are necessary and shall be used to determine the suitability of such individuals for such purposes, under the following authorities: the Federal Information Security Management Act, Title III of Pub. L. No. 107-347, which requires agencies to develop security plans for the operation of Federal computer systems that contain systems that contain sensitive information, and NIST Publication SP 800-4 (1992) (Computer Security Considerations in Federal Procurements); the Privacy Act, 5 U.S.C. 552a, which requires agencies to establish procedures and safeguards to protect agency systems of records pertaining to individual; and Office of Personnel Management (OPM) regulations, relating to

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background investigations of contractor personnel, 5 C.F.R. Part 736. Contractor badging occurs every Wednesday. Contractor employees may begin work on any day of the week, as directed by the COTR, but will not have access to information technology (e.g., username and password) until processed through the Security Office.

2) Applicability: The procedures in this section shall apply to all individuals fulfilling any of the requirements set forth in this contract.

B. Procedures: The COTR shall provide each such individual with a copy of the procedures set in this section before or at the time that such individual applies for clearance.

- 1) Fingerprinting and Forms submission: Each individual employed or otherwise retained by the Contractor to perform work under this contract shall be fingerprinted at the FTC's Security Office, and shall also submit to the Contracting Officer's Technical Representative ("COTR") one completed Optional Form ("OF") 306 ("Declaration for Federal Employment," answer Questions 1, 7-12, 15, and 16a only). The Contractor shall be responsible for all costs associated with completing the forms required by the FTC's Security Office. Completed forms shall be submitted to the COTR, without alteration or changes to said forms, at least 10 working days before the individual may begin work or be given access to any agency records, data, or information in connection with this contract. **Contractor processing occurs on Wednesdays only.** Contractor employees may begin work on days other than Wednesdays but will not be issued contractor badges nor will be granted unlimited access to FTC facilities and systems.
- 2) Additional Forms: In addition to the above forms, individuals employed or retained by the Contractor to fulfill contract positions or duties for 180 days or more, and any individual designated to fulfill certain sensitive contract positions or duties as determined by the FTC's Security Officer, shall be required to submit to the COTR, one SF85 or SF85P (and any additional investigative forms) based on a risk determination by the FTC Security Officer that shall take into account the sensitivity level of the contract position or duties assigned to the individual, the individual's access, if any, to nonpublic or confidential information, and any other relevant considerations. The individual must submit these additional forms to the COTR at least 5 working days before such individual is scheduled to start work or to obtain access to agency records, data, or information under the contract.
- 3) Background investigations: The FTC Security Office shall screen all forms for any adverse or derogatory information, as denoted, for example, by a "yes" to questions 8-12, by additional information in Block 15 on the OF306, or by information on any additional forms that may be required, as discussed above. If the individual has any adverse or derogatory information, the FTC shall conduct a background investigation before s/he is permitted to begin work or be given access to agency records, data, or information under this contract. The background investigation may be conducted in cooperation with or with the assistance of other relevant government agencies or entities, including, but not limited to, OPM, including referral to appropriate law enforcement authorities in the event of material falsification or other evidence of unlawful conduct. To the extent agency records pertaining to these background investigations are subject to the Privacy Act, such records shall be maintained and used in accordance with the applicable Privacy Act system notice(s) pertaining to the agency's personnel background investigations. (Note: Neither the maintenance of such records in the above-described system(s), nor the fact that this contract requires individuals to complete certain forms or submit to background investigations that may also apply to FTC employees, shall be deemed to render such an individual a Government or FTC employee in any manner).

If, as a result of a background investigation, significant adverse or derogatory information is found that may result in an unsuitability determination, the FTC Security Officer shall notify the COTR and the relevant individual. The individual will be notified in writing (Statement of Reasons) of the derogatory information and shall have 30 days to respond or dispute the results of the investigation. If the FTC Security Officer, after receiving the individual's response, still determines that the

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individual is unsuitable to fulfill the contract position or duties in question, the individual will be notified in writing of that final determination and disqualification.

4) **Suitability Determinations:** The Government shall have and exercise full and complete control over these suitability determinations. The Government may, as it deems appropriate, authorize and grant temporary access and/or interim clearance to employees of the Contractor. However, the granting of temporary access and/or interim clearance to any such individual shall not be considered as assurance that a fully favorable suitability determination will follow as a result or condition thereof, and the granting of either temporary access and/or interim clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access or clearance by the Government. Failure of an individual to follow the required procedures by this contract may result in suspension/termination of such individual's FTC clearance/access.

5) A minimum of ten business days prior to the arrival of the contracted staff to the work site the contractor shall provide the following information to the Federal Trade Commission for each staff member:

- ☐ Full legal name
- ☐ Current address
- ☐ Gender
- ☐ Social security number
- ☐ Date of birth
- ☐ Place of Birth
- ☐ Country of Citizenship
- ☐ Height
- ☐ Weight
- ☐ Eye Color
- ☐ Race

☐ This information may be faxed to 202.326.2945

☐ Or mailed to: ☐ Federal Trade Commission
☐ 600 Pennsylvania Avenue, NW
☐ Washington, DC 20580
☐ ATTN: Security

6) In accordance with Executive Order 12989, as amended on June 9, 2008, and Federal Acquisition Circular 05-29, it is the contractor's responsibility to verify their employee's legal status and their eligibility to work. The only approved system is E-Verify, the Department of Homeland Security tool. The system is available at <http://www.uscis.gov/portal/site/uscis>. Verification must be provided with the information required under subparagraph 4) above. Contractor employees who have been issued a security clearance in accordance with HSPD-12 are exempt from this requirement.

10. ☐ Additional Contract Requirements

A. Contractor information systems subject to the Federal Information Security Management Act of 2002 (FISMA). All agency information systems, see 44 U.S.C. 3505(c), operated by or on behalf of the Government by a Contractor or subcontractor containing Federal data shall be subject to the requirements of the FISMA, including routine testing without advance notice to or approval of the Contractor or its subcontractors. See 44 U.S.C 3544(b).

B. Handling of third-party requests for access to records. In the event that the Contractor receives any subpoena or other voluntary or mandatory request for access to data first produced under this Contract, the Contractor shall immediately notify the COTR and the CO, so that the Government may intervene or take any other steps it deems necessary to protect its interests.

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C. **Data Breaches.** As part of the requirement explained elsewhere in this document for the contractor to comply with all contractual and Federal information security, privacy and confidentiality requirements applicable to the operation, maintenance or support of a Federal information system, the contractor shall be required to prevent and remedy data breaches and to provide the FTC with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the FTC to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event, if any, that a breach occurs. Special attention should be paid to OMB Memorandum 06-19 (July 12, 2006), particularly the extremely urgent reporting time frames included therein for certain breaches, as well as to any other subsequent laws, regulations, or policy governing data breaches that may arise during the performance of the contract. The Information System Security Plan required elsewhere in this document shall include policies and procedures necessary to ensure the timely detection of and reporting to the FTC of data breaches, as well as safeguards to prevent and mitigate the risk of, as well as to remedy, such breaches, if any.

D. **Use of FTC computer equipment by contractors is limited to what is necessary to accomplish the work identified under the contract.** All contractors or his/her employees or subcontractors are subject to Internet access monitoring and auditing, and discoveries of inappropriate internet access or activity not directly related to the contract, will be reported to the COTR and CO, and the contractor shall be held in default of the contract. Contractors or his/her employees or subcontractors found accessing inappropriate web sites while using an FTC computer, may be grounds for initiating disbarment procedures.

3)

11. 52.237-3 – Continuity of Services. Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to –

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and
- (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

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Additional Clauses:

52.217-8 -- Option to Extend Services. Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of Clause)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Feb 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which **are incorporated in this contract by reference**, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

____ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).

____ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

____ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

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- ____ (ii) Alternate I (Nov 2011).
____ (iii) Alternate II (Nov 2011).
- ____ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
____ (ii) Alternate I (Oct 1995) of 52.219-7.
____ (iii) Alternate II (Mar 2004) of 52.219-7.
- ____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ____ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
____ (ii) Alternate I (Oct 2001) of 52.219-9.
____ (iii) Alternate II (Oct 2001) of 52.219-9.
____ (iv) Alternate III (July 2010) of 52.219-9.
- ____ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ____ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ____ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F) (i)).
- ____ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
____ (ii) Alternate I (June 2003) of 52.219-23.
- ____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- ____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- ____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- ___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2011) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

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____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records – Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

□

- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351; *et seq.*)
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of Clause)

Federal Acquisition Regulation (FAR) clause incorporated by reference.

52.245-1 -- Government Property. Government Property (Aug 2010)

□



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

NONDISCLOSURE AGREEMENT FOR CONTRACTORS

(1) **Disclosure of FTC materials and information.** I will not divulge FTC materials and information for any purpose to any person other than an authorized person.

- "FTC materials and information" includes both materials and information provided to me by the FTC (whether the FTC received such materials and information from a submitter or generated them internally) and produced by me pursuant to my work for the FTC. It includes materials and information in any form, including, for example, electronic form, and it includes information identifying the existence of a nonpublic FTC investigation.

- An "authorized person" is

- (1) a member of the FTC staff, or
- (2) other contractor personnel from whom the Contracting Officer has received a signed FTC "Nondisclosure Agreement for Contractors."

(2) **Use of FTC materials and information.** I will not directly or indirectly use, or allow the use of, FTC materials and information for any purpose other than that directly associated with my officially assigned duties. I will not reveal the nature or content of FTC materials and information to any unauthorized person, either by direct action, counsel, recommendation or suggestion.

(3) **Return of FTC materials and information.** At the conclusion of my work under this contract, I will return to the FTC (or destroy, at the request of the Contracting Officer's Technical Representative) all FTC materials, including copies, and all records containing FTC materials and information.

Consistent with the above, I understand that all reports or data first produced during my contract with the FTC and in connection with that contract shall be the sole property of the government.

None of these provisions shall limit disclosures: (1) at and consistent with directions of FTC staff, during an adjudicative or judicial proceeding to which the FTC is a party; or (2) with the written consent of the FTC General Counsel, or the General Counsel's delegate, which consent can only be given if consistent with the FTC Act, the FTC's Rules of Practice, and any other applicable laws, regulations, or orders.

Sanctions for misuse of FTC materials and information may include a fine of up to \$10,000, imprisonment of up to ten years, or both.

_____ (typed or printed name)

_____ (signature) _____ (company)

_____ (date) _____ (contract number)

(At the time of contract award, the Contracting Officer is _____;

the Contracting Officer's Technical Representative is _____)

NSN 7540-01-152-8070
Previous Edition unusable

Supplementary Page

Description of Modification/Amendment:

This is a No cost MOD. Due to a GAO Protest received September 10, 2012, Performance on this contract is Suspended until further notice.

Reference FAR 33.104 - Protests to GAO, (c)(4) and FAR Clause 52.233-3 - Protest After Award.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Contracting Officer: Robert Koplos, 202-326-3154, rkoplos@ftc.gov Contracting Officer Representative: Edwin Acajabon, 202-326-3684, eacajabon@ftc.gov Technical Point of Contact: Holly Frost, 202/326-3092				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages 1 3	
2. AMENDMENT MODIFICATION NO. 02		3. EFFECTIVE DATE JAN 02, 2013		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY OFFICE OF ACQUISITION FEDERAL TRADE COMMISSION 600 PENNSYLVANIA AVE NW ROOM 779 WASHINGTON DC 20580-0002				CODE 0617-04		7. ADMINISTERED BY (If other than item 6) CODE See Block 6	
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) BOOZ ALLEN HAMILTON INC. 8283 GREENSBORO DRIVE MCLEAN VA 221023838 (b)(3);6(f),(b)(4)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0306J/FTC-12-G-2125	
						10B. DATED (SEE ITEM 13) AUG 29, 2012	
CODE 00000361		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
Modification Amount: \$0.00 Modification Obligated Amount: \$0.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One		A. THIS ORDER ID ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.233-3(a)(1)					
X							
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Michael Isman, Vice President				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Juliet Felent, Contracting Officer 202-326-3667 jfelent@ftc.gov			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 12/27/12		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED 12/27/12	

Supplementary Page

Description of Modification/Amendment:

The purpose of this modification is to reinstate performance on this contract effective January 2, 2013.

Reference FAR Clause 52.233-3(a)(1) - Protest After Award.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Contracting Officer: Juliet Felent, 202-326-3667, jfelent@ftc.gov Contracting Officer Representative: Edwin Acajabon, 202-326-3684, eacajabon@ftc.gov Technical Point of Contact: Holly Frost, 202/326-3092				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages 1 5	
2. AMENDMENT MODIFICATION NO. :03		3. EFFECTIVE DATE JAN 14, 2013		4. REQUISITION/PURCHASE REQ. NO. 29-30298		5. PROJECT NO. (if applicable)	
6. ISSUED BY OFFICE OF ACQUISITION FEDERAL TRADE COMMISSION 600 PENNSYLVANIA AVE NW ROOM 779 WASHINGTON DC 20580-0002 CODE 0617-04				7. ADMINISTERED BY (if other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) BOOZ ALLEN HAMILTON INC. 8283 GREENSBORO DRIVE MCLEAN VA 221023838 (b)(3):(6(f),(b)(4))				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0306J/FTC-12-G-2125			
CODE 00000361 FACILITY CODE				10B. DATED (SEE ITEM 13) AUG 29, 2012			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule Modification Amount: \$0.00 Modification Obligated Amount: \$0.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One		A. THIS ORDER ID ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.233-3(b)					
☒							
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Juliet Felent, Contracting Officer 202-326-3667 jfelent@ftc.gov			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
 (Signature of person authorized to sign)		 (Signature of Contracting Officer)		 JAN 15, 2013			

Supplementary Page

Description of Modification/Amendment:

The purpose of this modification is to issue an equitable adjustment in performance schedule in consideration of time lost due to unsuccessful protest. The period of performance for the base year and four option years is hereby adjusted. A stop work order was in effect from September 13, 2012 to January 1, 2013; this modification does not constitute a multi-year contract.

SCHEDULE Continued

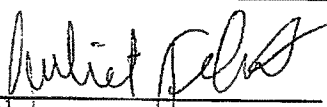
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Accounting and Appropriation Data: 2012. .0100AXXXD. .300032000010. .0623000000. .W110006000. .312300. .WCB00WCB00 Cost Applied: (b)(3):6(f),(b)(4)				
	(Changed Line Item) Primary COR: Edwin Acajabon Alternate COR: Holly Frost Alternate COR: Greg Brown				(b)(3):6(f),(b)(4)
0001	Installation, Configuration and Testing, Workflow; Period of Performance: 08/29/2012 to 12/17/2013 (Changed Line Item)	NTE 1.00	EA		
0002	End User Support and Training; Period of Performance: 08/29/2012 to 12/17/2013 (Changed Line Item)	NTE 1.00	EA		
0003	Project Management; Launching New Cases; Administration Support; Period of Performance: 08/29/2012 to 12/17/2013 (Changed Line Item)	NTE 1.00	EA		
0004	Zylab eDiscovery and Production System (Perpetual Licenses) and Data conversions Period of Performance: 08/29/2012 to 12/17/2013 (Changed Line Item)	NTE 1.00	EA		
0005	Customization and Legacy System Integration; Data Migration; Period of Performance: 08/29/2012 to 12/17/2013 (Changed Line Item)	NTE 1.00	EA		
0006	Travel Period of Performance: 08/29/2012 to 12/17/2013 (Changed Line Item)	1.00	EA		
0101	Option Year 1: Installation, Configuration and Testing, Workflow; Period of Performance: 12/18/2013 to 12/17/2014 (Changed Line Item)	NTE 0.00	EA		
0102	Option Year 1: End User Support and Training; Period of Performance: 12/18/2013 to 12/17/2014 (Changed Line Item)	NTE 0.00	EA		
0103	Option Year 1: Project Management; Launching New Cases; Administration Support;	NTE 0.00	EA		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Period of Performance: 12/18/2013 to 12/17/2014 (Changed Line Item) Option Year 1:				
0104	Zylab Maintenace	NTE 0.00	EA	(b)(3):6(f),(b)(4)	
	Period of Performance: 12/18/2013 to 12/17/2014 (Changed Line Item) Option Year 1:				
0105	Legacy Migration and Customization	0.00	EA		
	Period of Performance: 12/18/2013 to 12/17/2014 (Changed Line Item) Option Year 2:				
0201	Installation, Configuration and Testing, Workflow;	NTE 0.00	EA		
	Period of Performance: 12/18/2014 to 12/17/2015 (Changed Line Item) Option Year 2:				
0202	End User Support and Training;	NTE 0.00	EA		
	Period of Performance: 12/18/2014 to 12/17/2015 (Changed Line Item) Option Year 2:				
0203	Project Management; Launching New Cases; Administration Support;	NTE 0.00	EA		
	Period of Performance: 12/18/2014 to 12/17/2015 (Changed Line Item) Option Year 2:				
0204	Zylab Maintenace	NTE 0.00	EA		
	Period of Performance: 12/18/2014 to 12/17/2015 (Changed Line Item)				
0205	Option Year 2: Analyst Level 10	0.00	EA		
	Period of Performance: 12/18/2014 to 12/17/2015 (Changed Line Item) Option Year 3:				
0301	Installation, Configuration and Testing, Workflow;	NTE 0.00	EA		
	Period of Performance: 12/18/2015 to 12/17/2016 (Changed Line Item) Option Year 3:				
0302	End User Support and Training;	NTE 0.00	EA		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0303	Period of Performance: 12/18/2015 to 12/17/2016 (Changed Line Item) Option Year 3: Project Management; Launching New Cases; Administration Support;	NTE 0.00	EA	(b)(3):6(f),(b)(4)	
0304	Period of Performance: 12/18/2015 to 12/17/2016 (Changed Line Item) Option Year 3: Zylab Maintenace	NTE 0.00	EA		
0305	Period of Performance: 12/18/2015 to 12/17/2016 (Changed Line Item) Option Year 3: Legacy Migration and Customization	0.00	EA		
0401	Period of Performance: 12/18/2015 to 12/17/2016 (Changed Line Item) Option Year 4: Installation, Configuration and Testing, Workflow;	NTE 0.00	EA		
0402	Period of Performance: 12/18/2016 to 12/17/2017 (Changed Line Item) Option Year 4: End User Support and Training;	NTE 0.00	EA		
0403	Period of Performance: 12/18/2016 to 12/17/2017 (Changed Line Item) Option Year 4: Project Management; Launching New Cases; Administration Support;	NTE 0.00	EA		
0404	Period of Performance: 12/18/2016 to 12/17/2017 (Changed Line Item) Option Year 3: Zylab Maintenace	NTE 0.00	EA		
0405	Period of Performance: 12/18/2016 to 12/17/2017 (Changed Line Item) Option Year 4: Legacy Migration and Customization	0.00	EA		
	Period of Performance: 12/18/2016 to 12/17/2017				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages 1 3	
2. AMENDMENT MODIFICATION NO. 04		3. EFFECTIVE DATE FEB 01, 2013		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY OFFICE OF ACQUISITION FEDERAL TRADE COMMISSION 600 PENNSYLVANIA AVE NW ROOM 779 WASHINGTON DC 20580-0002				7. ADMINISTERED BY (if other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) BOOZ ALLEN HAMILTON INC. 8283 GREENSBORO DRIVE MCLEAN VA 221023838 (b)(3);(b)(6);(b)(7)(C)				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0306J/FTC-12-G-2125			
CODE 00000361		FACILITY CODE		X			
				10B. DATED (SEE ITEM 13) AUG 29, 2012			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) _____ Modification Amount: \$0.00							
See Schedule _____ Modification Obligated Amount: \$0.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One		A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Juliet Felent, Contracting Officer 202-326-3667 jfelent@ftc.gov			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)		FEB 01, 2013	

Supplementary Page

Description of Modification/Amendment:

The purpose of this modification is to incorporate the attached Exhibit B, Software License Agreement.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Contracting Officer: Juliet Felent, 202-326-3667, jfelent@ftc.gov Contracting Officer Representative: Edwin Acajalon, 202-326-3684, eacajalon@ftc.gov Technical Point of Contact: Holly Frost, 202/326-3092				

EXHIBIT B – SOFTWARE LICENSE FOR THE FEDERAL TRADE COMMISSION

Section 1 Definitions

The following capitalized terms used in this Agreement shall have the following meanings:

- 1.1 "Affiliate" means any entity that, directly or indirectly, is controlled by one of the parties. Such an entity will be deemed to be an Affiliate only for as long as such control exists. The term "control" means possession, directly or indirectly, of the power to direct management or policies (whether through ownership of securities, partnership or other ownership interests, by contract or otherwise).
- 1.2 "Documentation" means those user guides and other written materials provided by ZyLAB with the Software detailing the information and instructions needed in order to use the Software.
- 1.3 "FTC" means the Federal Trade Commission, a Federal government agency.
- 1.4 "License" means the license granted for the Software to the Federal Trade Commission in this Exhibit B.
- 1.5 "Software" means the ZyLAB software in object code form configured in accordance with Attachment 1 to this License.

Section 2 License Grant

(b)(4), (b)(3), (f)

R

Section 3 Restrictions

(b)(4),(b)(3):6(f)

Section 4 Audit Rights

(b)(4),(b)(3):6(f)

Section 5 Software Warranty

(b)(4),(b)(3):6(f)

RI

(b)(4),(b)(3):6(f)

Section 6 Limitation of Liability

(b)(4),(b)(3):6(f)

Section 7 Intellectual Property Rights

(b)(4),(b)(3):6(f)

Section 8 U.S. Government Restricted Rights; Export

8.1 (b)(4),(b)(3):6(f)

The United States Government's rights with respect to the Software are limited by the terms of this Agreement, pursuant to FAR § 12.212(a).

8.2 The Software is subject to United States export controls. FTC shall not export or "re-export" (transfer) the Software unless FTC has complied with all applicable U.S. export controls.

Section 9 Remedies

R1

9.1 FTC acknowledges and agrees that any copying or use of the Software other than as expressly permitted by this License may result in irreparable injury to ZyLAB for which money damages may be inadequate. In such event, ZyLAB shall have the right, in addition to other remedies available at law and in equity, to seek immediate injunctive relief to prevent any such unauthorized use. In addition, each party acknowledges and agrees that any violation of the confidentiality provisions herein may result in irreparable injury to the disclosing party of such Confidential Information. In such event, the disclosing party shall have the right, in addition to other remedies available at law and in equity, to seek immediate injunctive relief to prevent any such unauthorized disclosure. Except as otherwise set forth in this License, nothing contained in this Section shall be construed to limit remedies or relief available pursuant to statutory or other claims that a party may have under separate legal authority.

Section 10 Miscellaneous

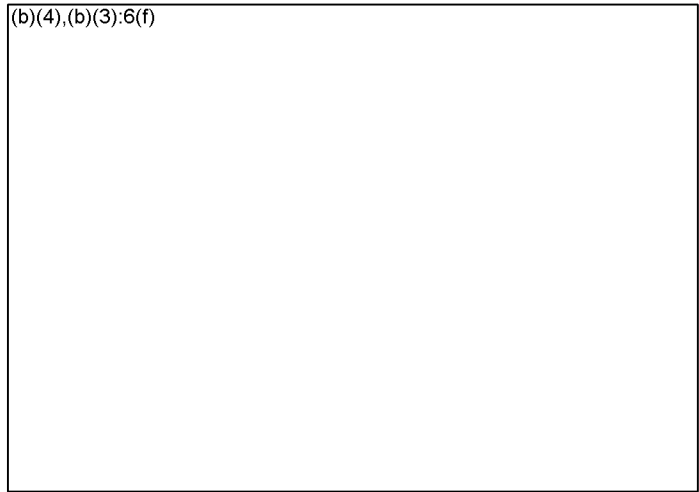
- 10.1 FTC may not assign or transfer this License, in whole or in part, or any of its rights or obligations hereunder, without the prior written consent of ZyLAB.
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ATTACHMENT 1 TO LICENSE

ZYLAB SOFTWARE CONFIGURATION

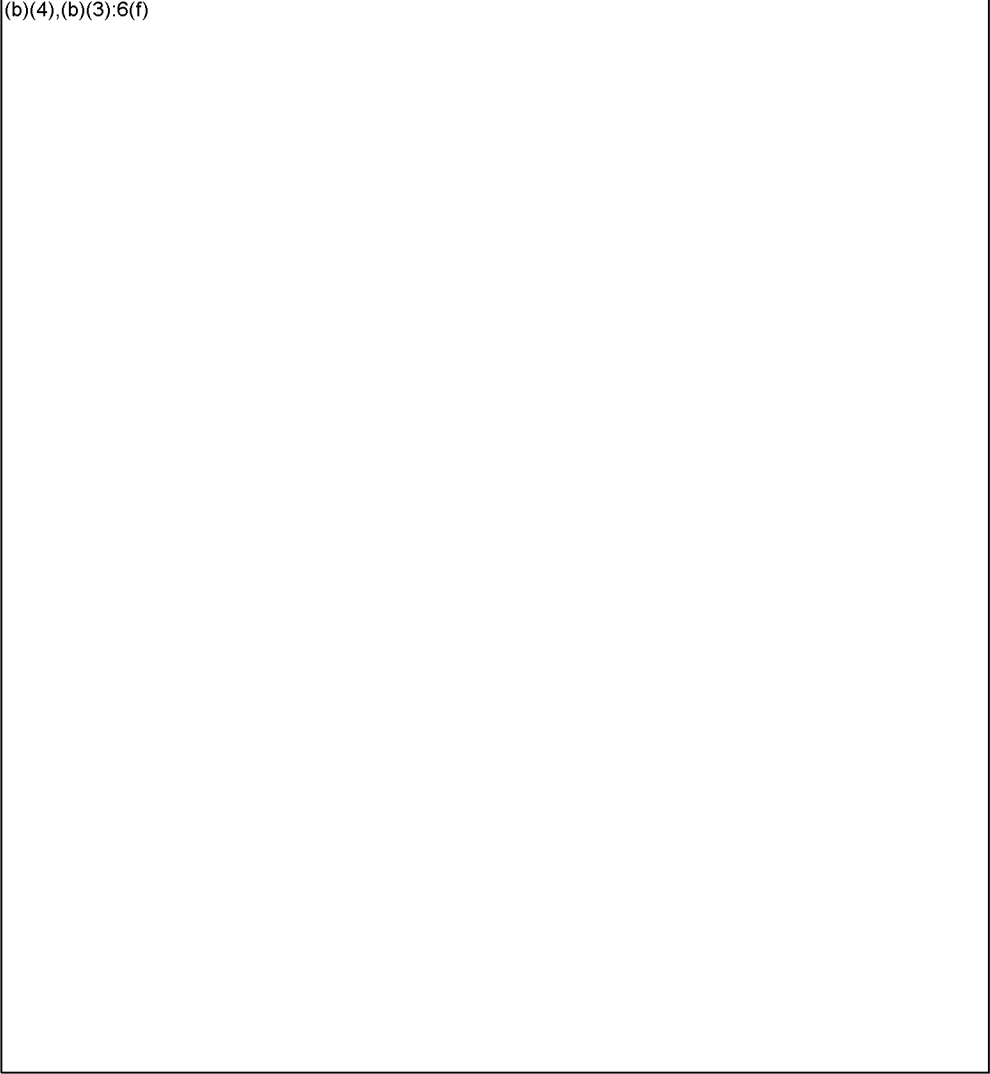
(b)(4),(b)(3):6(f)

A large rectangular area of the document is redacted, indicated by a black border. The text "(b)(4),(b)(3):6(f)" is written in the top-left corner of this redacted area.

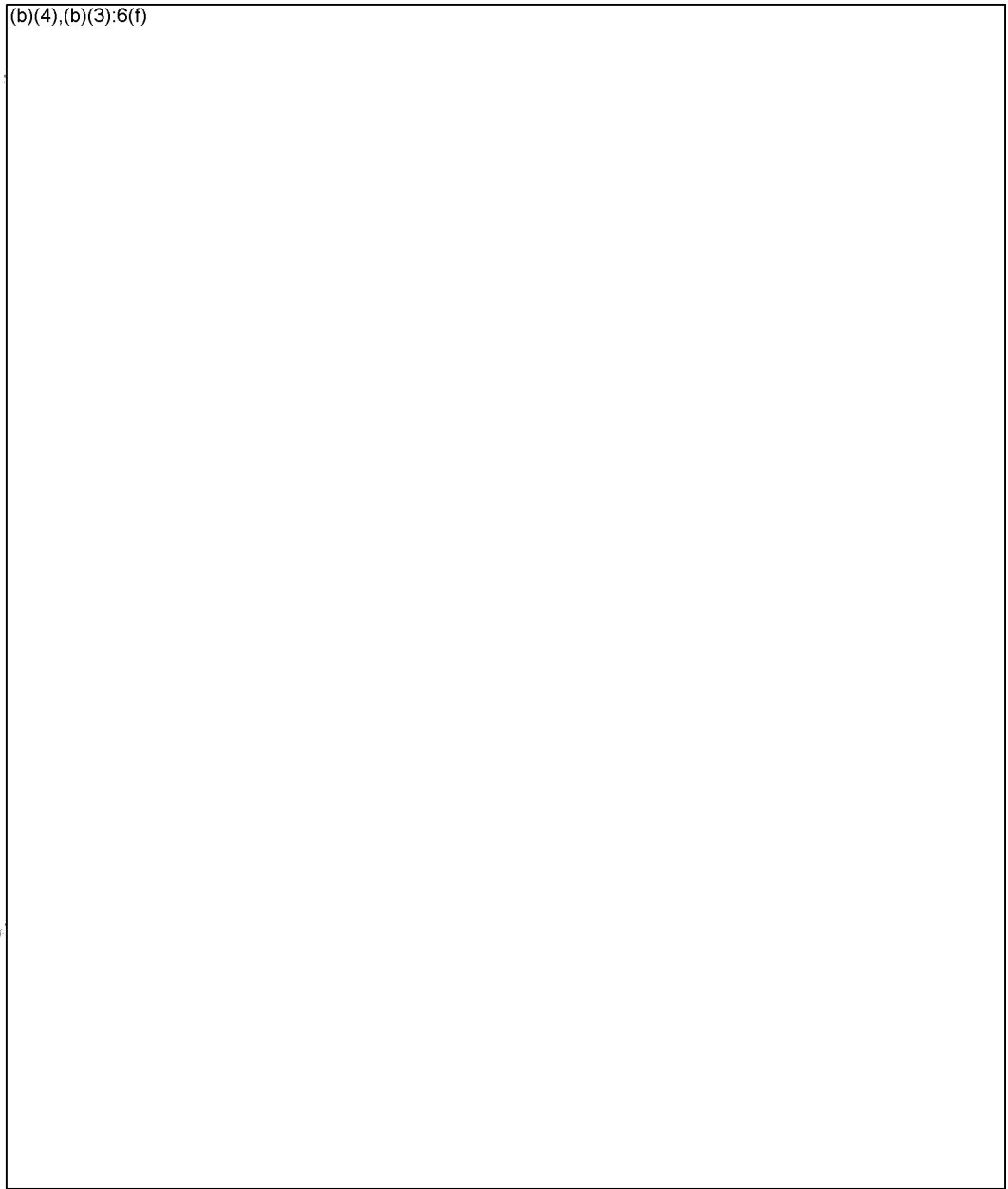
R/

ATTACHMENT 2 TO LICENSE
LICENSE DEFINITIONS AND METRICS FOR ZYLAB SOFTWARE

(b)(4),(b)(3):6(f)



(b)(4),(b)(3):6(f)



(b)(4),(b)(3):6(f)